

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 19-0014607 CAF**

**ANTHONY HICKS,  
Complainant**

v.

**GENERAL MOTORS LLC,  
Respondent**

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Anthony Hicks (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his 2018 GMC Sierra. Complainant asserts that the vehicle has a defect or nonconformity which causes the transmission to have a hard shift between first and second gears. General Motors LLC (Respondent) argued that the vehicle is operating as designed, does not have a defect, and that no relief is warranted. The hearings examiner concludes that the vehicle does not have an existing warrantable defect and Complainant is not eligible for relief.

**I. PROCEDURAL HISTORY, NOTICE AND JURISDICTION**

Matters of notice and jurisdiction were not contested and are discussed only in the Findings of Fact and Conclusions of Law. The hearing in this case originally convened on December 18, 2019, in Tyler, Texas before Hearings Examiner Edward Sandoval. Anthony Hicks, Complainant, appeared and represented himself at the hearing. Respondent was represented by Clifton Green, Business Resource Manager. David Piper, Field Service Engineer, also appeared and testified at the hearing for Respondent. The hearing was continued to allow the parties an attempt to settle the complaint without the need for hearing. The parties did not settle the complaint and the hearing was reconvened on January 30, 2020.

The hearing reconvened on January 30, 2020, by telephone before Hearings Examiner Edward Sandoval. Anthony Hicks, Complainant, appeared and represented himself at the hearing. Respondent was represented by Clifton Green, Business Resource Manager. David Piper, Field Service Engineer, also appeared and testified at the hearing for Respondent. The hearing record closed on January 30, 2020.

## II. DISCUSSION

### A. Applicable Law

The Lemon Law provides, in part, that a manufacturer of a motor vehicle must repurchase or replace a vehicle complained of with a comparable vehicle if the following conditions are met. First, the manufacturer is not able to conform the vehicle to an applicable express warranty by repairing or correcting a defect after a reasonable number of attempts.<sup>1</sup> Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle.<sup>2</sup> Third, the manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.<sup>3</sup> Fourth, the owner must have provided written notice of the alleged defect or nonconformity to the manufacturer.<sup>4</sup> Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.<sup>5</sup>

In addition to these conditions, a rebuttable presumption can be established that a reasonable number of attempts have been undertaken to conform a motor vehicle to an applicable express warranty if the same nonconformity continues to exist after being subject to repair four or more times by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and the repair attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.<sup>6</sup>

If a vehicle is found to have a nonconformity that creates a serious safety hazard which continues to exist, the rebuttable presumption that a reasonable number of repair attempts have been performed can be established if the vehicle has been subject to repair two or more times by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.<sup>7</sup>

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<sup>1</sup> Tex. Occ. Code § 2301.604(a).

<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> Tex. Occ. Code § 2301.606(c)(1).

<sup>5</sup> Tex. Occ. Code § 2301.606(c)(2).

<sup>6</sup> Tex. Occ. Code § 2301.605(a)(1)(A) and (B). Texas Occupations Code § 2301.605(a) (3) provides a third method for a complainant to establish a rebuttable presumption that a reasonable number of attempts have been undertaken to conform a vehicle to an applicable express warranty. This section requires that the vehicle be out of service for repair for a total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, following the date of original delivery to the owner.

<sup>7</sup> Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

“Serious safety hazard” means a life-threatening malfunction or nonconformity that substantially impedes a person’s ability to control or operate a vehicle for ordinary use or intended purposes, or creates a substantial risk of fire or explosion.<sup>8</sup>

## **B. Complainant’s Evidence and Arguments**

Complainant purchased a new 2018 GMC Sierra on August 2, 2018, from Hall Buick–GMC (Hall) in Tyler, Texas.<sup>9</sup> The vehicle’s mileage at the time of delivery was 18.<sup>10</sup> Respondent provided a new vehicle limited warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first.<sup>11</sup> In addition, Respondent provided a five (5) year or 60,000 mile warranty for the vehicle’s powertrain.<sup>12</sup> On the date of the original hearing the vehicle’s mileage was 17,594. At the time of hearing the vehicle’s warranties were still in effect.

Complainant testified that the vehicle has a defective transmission which causes a hard shift from first to second gear whenever he drives the vehicle. He first experienced the issue approximately two (2) months after purchasing the vehicle. Initially, the problem only occurred at start up until the vehicle reached operating temperature. Complainant stated that the problem has progressed to the point where the harsh shift occurs whenever he drives the vehicle. It doesn’t matter whether the vehicle has reached operating temperature, the issue occurs constantly.

Complainant took the vehicle to Hall for repair for the transmission issue on October 31, 2018. Hall’s service technician test drove the vehicle to recreate the problem and determined that the vehicle’s transmission was shifting properly.<sup>13</sup> The technician indicated that the first shift from first to second after a cold soak would be firm and normal for the vehicle’s transmission.<sup>14</sup> No repairs were performed at the time. The vehicle’s mileage on this occasion was 3,228.<sup>15</sup> The vehicle was in Hall’s possession for one (1) day. Complainant received a loaner vehicle while his vehicle was being repaired.

Complainant continued to feel the hard shift from first to second gear on a cold start. On November 12, 2018, Complainant took the vehicle to Hall for repair for the issue. Hall’s service technician inspected the vehicle and felt that the shift was delayed and jerky when the vehicle’s transmission was cold.<sup>16</sup> The technician contacted Respondent’s technical assistance center (TAC) for help in diagnosing the issue after he determined that there were no stored diagnostic trouble codes (DTCs)

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<sup>8</sup> Tex. Occ. Code § 2301.601(4).

<sup>9</sup> Complainant Ex. 1, Motor Vehicle Retail Installment Sales Contract dated August 2, 2018.

<sup>10</sup> Complainant Ex. 2, Odometer Disclosure Statement dated August 2, 2018.

<sup>11</sup> Respondent Ex. 1, Warranty Coverage at a Glance dated December 18, 2018, p. 1.

<sup>12</sup> *Id.*

<sup>13</sup> Complainant Ex. 3, Repair Order dated October 31, 2018.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> Complainant Ex. 4, Repair Order dated November 12, 2018.

in the vehicle's computers and the vehicle's transmission control module (TCM) had the latest software update.<sup>17</sup> The advice from the TAC was for the technician to perform a fast adapt on the transmission and to have it relearn all of the clutch packs.<sup>18</sup> The vehicle's mileage at the time was 3,464.<sup>19</sup> The vehicle was in Hall's possession for two (2) days on this occasion. Complainant was provided a loaner vehicle while his vehicle was being repaired.

Complainant continued to drive the vehicle after he got it back from Hall on November 14, 2018. Complainant felt that there was no change in the transmission shift pattern. Complainant took the vehicle back to Hall to correct the transmission shifting issue on December 3, 2018. Hall's technician confirmed the complaint and replaced the vehicle's control valve body in order to address the issue.<sup>20</sup> The technician then performed a fast adapt to the transmission and had it relearn the clutch packs.<sup>21</sup> The vehicle's mileage on this occasion was 4,254.<sup>22</sup> The vehicle was in Hall's possession for three (3) days on this occasion. Complainant was provided a loaner vehicle while his vehicle was being repaired.

Complainant testified that the vehicle's transmission shifted better for a few days after the repair on November 14. However, the issue with the first to second gear hard shift on a cold start soon returned. Complainant took the vehicle to Hall for repair for the issue on January 7, 2019. Hall's service technician determined that the vehicle's transmission had excessive clutch travel after a test drive in which the transmission shifted hard on the first to second gear shift after the transmission had warmed up.<sup>23</sup> The technician took the transmission apart and replaced all of the clutch retaining rings.<sup>24</sup> The technician then reassembled the transmission and reinstalled it in the vehicle.<sup>25</sup> The technician then performed a fast adapt to the transmission and relearned all of the clutch packs.<sup>26</sup> The vehicle's mileage on this occasion was 5,726.<sup>27</sup> The vehicle was in Hall's possession for sixteen (16) days. Complainant received a loaner vehicle while his vehicle was being repaired.

Complainant stated that the vehicle's transmission seemed to be repaired after he got the vehicle back on January 23, 2019. However, after about a week the issue with the first to second gear hard shift returned. However, now the shift was hard every time the vehicle's transmission shifted from first to second gear, not just on cold starts. Complainant took the vehicle to Hall for repair for the

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<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> Complainant Ex. 5, Repair Order dated December 3, 2018.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> Complainant Ex. 6, Repair Order dated January 7, 2019.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.*

<sup>26</sup> *Id.*

<sup>27</sup> *Id.*

issue on February 11, 2019. Hall's service technician determined that the vehicle needed a new transmission and special ordered one to be delivered to the dealer.<sup>28</sup> The vehicle's mileage on this occasion was 6,713.<sup>29</sup> The vehicle was in Hall's possession for two (2) days on this occasion. Complainant received a loaner vehicle while his vehicle was being repaired.

Complainant returned the vehicle to Hall when the new transmission arrived on February 25, 2019. Hall's service technician installed the new transmission in to the vehicle.<sup>30</sup> The technician also performed a fast adapt to the transmission and relearned all of the clutch packs.<sup>31</sup> The vehicle's mileage on this occasion was 7,202.<sup>32</sup> The vehicle was in Hall's possession for two (2) days. Complainant received a loaner vehicle while his vehicle was being repaired.

Complainant testified that the vehicle drove fine after the transmission was replaced. However, after about two (2) weeks, the transmission started to shift hard on the first to second gear shift whenever he drove the vehicle. Complainant took the vehicle to Hall for repair for the issue on June 19, 2019. Hall's service technician test drove the vehicle and found that the transmission was shifting hard on the first to second gear upshifts at all times.<sup>33</sup> The technician performed a fast adapt to the transmission and relearned all of the clutch packs.<sup>34</sup> The vehicle's mileage on this occasion was 12,132.<sup>35</sup> The vehicle was in Hall's possession for approximately a month on this occasion. Complainant received a loaner vehicle while his vehicle was being repaired.

Complainant stated that there was no change in the vehicle's transmission's operation after the June 19, 2019 repair.

Complainant mailed a letter to Respondent on August 10, 2019, in which he indicated to them that he was dissatisfied with the vehicle.<sup>36</sup> In addition, Complainant filed a Lemon Law complaint for the vehicle with the Texas Department of Motor Vehicles (Department) on August 14, 2019.<sup>37</sup>

Complainant testified that he was contacted by Respondent's representative sometime in August of 2019 regarding the complaint that he filed. The representative asked that Complainant allow Respondent's field service engineer (FSE) to inspect the vehicle and to perform any needed repairs. Complainant agreed to allow the vehicle inspection which took place on September 3, 2019, at Hall's location. Complainant stated that he took the vehicle as scheduled to the location for the

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<sup>28</sup> Complainant Ex. 7, Repair Order dated February 11, 2019.

<sup>29</sup> *Id.*

<sup>30</sup> Complainant Ex. 8, Repair Order dated February 25, 2019.

<sup>31</sup> *Id.*

<sup>32</sup> *Id.*

<sup>33</sup> Complainant Ex. 9, Repair Order dated June 19, 2019.

<sup>34</sup> *Id.*

<sup>35</sup> *Id.*

<sup>36</sup> Complainant Ex. 11, Letter to General Motors Company dated August 10, 2019.

<sup>37</sup> Complainant Ex. 10, Lemon Law Complaint dated August 14, 2019.

inspection and that he got it back after one (1) day. He was told that no repair had been performed to the vehicle. He did not have an opportunity to speak to Respondent's FSE about the issue. The vehicle's mileage on this occasion was 13,966.<sup>38</sup> Complainant was provided with a loaner vehicle while the inspection took place.

Complainant testified that the vehicle is still driving the same. He feels a hard shift from the vehicle's transmission whenever it shifts from first to second gear. Complainant feels that the vehicle is not operating as it should. He feels that the transmission should have a smooth shift whenever it changes gears. Complainant feels that the vehicle's value has been diminished due to the issue and that the issue would be noticed by any potential buyer.

Complainant stated that the hard shift is an annoyance. When the transmission shifts at its hardest it creates a jerking motion. Complainant feels that this creates a safety issue with the vehicle. The hard shifting could create an issue if the transmission failed to respond properly when he's passing someone on the highway or in traffic.

During cross-examination, Complainant stated that he did go on a test drive with Hall's service technicians at least once during one of the repair visits to the dealer. He was able to show the technician the problems he was experiencing with the vehicle's transmission.

Complainant also stated that the vehicle has never been involved in an accident. It's never left him stranded. He has not installed any after-market items on the vehicle. Complainant stated that he uses the vehicle for personal use.

## **C. Respondent's Evidence and Arguments**

### **1. Clifton Green's Testimony**

Clifton Green, Business Resource Manager, testified for Respondent at the hearing. Mr. Green testified that Respondent issued a warranty for Complainant's vehicle which provides coverage for the vehicle for three (3) years or 36,000 miles and a separate powertrain warranty for the vehicle providing coverage for five (5) years or 60,000 miles.

Mr. Green also testified that Respondent did request that they be allowed a final inspection of the vehicle which took place on September 3, 2019, at the Hall dealership. The inspection was performed by Respondent's FSE, David Piper.

Mr. Green stated that he feels that the shift complained of by Complainant is a normal operating characteristic of the vehicle and that the vehicle is operating as designed.

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<sup>38</sup> Complainant Ex. 12, Repair Order dated September 3, 2019.

## 2. David Piper's Testimony

David Piper, Field Service Engineer, testified for Respondent at the hearing. Mr. Piper has worked in the automotive industry since 1998. He was hired by Hewlett-Packard to work with GM products in 2014. Mr. Piper was hired by Respondent for his present position in 2016. He is an Automotive Service Excellence (ASE) Master Certified Technician. Mr. Piper also is a General Motors World Class Technician.

Mr. Piper testified that he inspected the vehicle on September 4, 2019, at the Hall location in Tyler. Mr. Piper stated that he performed a visual inspection of the vehicle before doing anything else. During the inspection, he did observe some minor damage to the vehicle: some serrations on the steering wheel and some small damage to one of the aluminum wheels. Mr. Piper also ran diagnostics on the truck, but did not find any stored DTCs on the vehicle's computers. Mr. Piper then test drove the vehicle in an attempt to recreate the problem. Mr. Piper testified that during the test drive, he experienced a harsh shift from the vehicle's transmission when shifting from first to second gear. This shift was harsher when driving with a lighter throttle, but seemed to smooth out when using a heavier throttle.

Mr. Piper testified that he performed a data dump from the vehicle's computers and forwarded the data to Respondent's engineering team. Mr. Piper testified that he was informed by the engineering team that the vehicle's transmission was operating within Respondent's engineering parameters. The engine has a lot of torque and, as a result, the transmission will have a harsh shift on occasion.

Mr. Piper feels that the Hall's technicians were "chasing normal" with the repairs that they performed to the vehicle. He feels that the vehicle has been behaving normally during the entire time that Complainant has owned it. Mr. Piper stated he doesn't think that the vehicle's value has been affected by the issue. In addition, he feels that the transmission issue does not create a safety concern.

## D. Analysis

Under the Lemon Law, Complainant bears the burden of proof to establish by a preponderance of evidence that a defect or condition creates a serious safety hazard or substantially impairs the use or market value of the vehicle. In addition, Complainant must meet the presumption that the manufacturer was given a reasonable number of attempts to repair or correct the defect or condition to conform the vehicle to an applicable express warranty. Finally, Complainant is required to serve written notice of the defect or nonconformity on Respondent, who must be allowed an opportunity to cure the defect. If each of these requirements is met and Respondent is still unable to conform

the vehicle to an express warranty by repairing the defect or condition, Complainant is entitled to have the vehicle repurchased or replaced.

The first issue to be addressed is whether Complainant's vehicle has a defect or condition that creates a serious safety hazard or substantially impairs the use or market value of the vehicle. Both parties agree that the vehicle's transmission has a hard shift between first and second gears when driving with a light throttle. Respondent indicates that the issue is a design issue and is normal for the vehicle. According to the testimony presented at hearing, the vehicle's transmission is operating within Respondent's engineering parameters. In addition, Respondent feels that the issue does not substantially impair the use, value, or safety of the vehicle.

A manufacturing defect is an isolated aberration occurring only in those vehicles not produced according to the manufacturer's specifications. A defectively manufactured vehicle has a flaw because of some error in making it, such as incorrect assembly or the use of a broken part. Unlike manufacturing defects, issues that do not arise from manufacturing, such as characteristics of the vehicle's design (which exists before manufacturing) or dealer representations and improper dealer repairs (which occur after manufacturing) are not warrantable defects. Design characteristics result from the vehicle's specified design and not from any error during manufacturing.<sup>39</sup> In sum, because the warranty only covers manufacturing defects, the Lemon Law does not apply to design characteristics or design defects.

The evidence indicates that the issue complained of is a design issue with the vehicle. As such, the hearings examiner must find that there is no defect with the vehicle itself. No evidence was presented to indicate that the issue *substantially* impairs the use or market value of the vehicle. In addition, the issue does not create a serious safety hazard. Therefore, repurchase or replacement relief for Complainant is not warranted.

On the date of hearing, the vehicle's mileage was 17,594 and it remains covered under Respondent's warranties. As such, Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the warranties.

Complainant's request for repurchase or replacement relief is denied.

### III. FINDINGS OF FACT

1. Anthony Hicks (Complainant) purchased a new 2018 GMC Sierra on August 2, 2018, from Hall Buick–GMC (Hall) in Tyler, Texas with mileage of 18 at the time of delivery.

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<sup>39</sup> *Torres v. Caterpillar, Inc.*, 928 S.W.2d 233, 239 (Tex. App.—San Antonio 1996), *writ denied*, (Feb. 13, 1997).



2. The manufacturer or distributor of the vehicle, General Motors LLC (Respondent), issued a new vehicle limited warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever occurs first. In addition, Respondent provided a powertrain warranty which provides coverage for the vehicle's powertrain for five (5) years or 60,000 miles.
3. The vehicle's mileage on the date of hearing was 17,594.
4. At the time of hearing the vehicle's warranties were still in effect.
5. Complainant has experienced a hard shift from the vehicle's transmission when shifting from first to second gear whenever he drives the vehicle.
6. Complainant took the vehicle for repair to Respondent's authorized dealer, Hall, in order to address his concerns with the vehicle's transmission on the following dates:
  - a. October 31, 2018, at 3,228 miles;
  - b. November 12, 2018, at 3,464 miles;
  - c. December 3, 2018, at 4,254 miles;
  - d. January 7, 2019, at 5,726 miles;
  - e. February 11, 2019, at 6,713 miles
  - f. February 25, 2019, at 7,202 miles; and
  - g. June 19, 2019, at 12,132 miles.
7. On October 31, 2018, Hall's service technician test drove the vehicle and determined that the transmission was shifting properly. He also stated that the initial first to second gear shift after a cold soak would be firm and that this was normal for the vehicle.
8. On November 12, 2018, Hall's service technician felt that the transmission shift from first to second gear was delayed and jerky, so he performed a transmission fast adapt and had the transmission relearn all of the clutch packs.
9. On December 3, 2018, Hall's service technician replaced the vehicle's control valve body, performed a fast adapt, and had the transmission relearn all of the clutch packs in order to resolve Complainant's concern.
10. On January 7, 2019, Hall's service technician determined that the vehicle's transmission had excessive clutch travel, so he replaced all of the transmission's retaining rings, performed a fast adapt, and had the transmission relearn all of the clutch packs in order to address Complainant's concern.

11. On February 11, 2019, Hall's service technician inspected the vehicle and ordered a replacement transmission for the vehicle.
12. On February 25, 2019, Hall's service technician replaced the vehicle's transmission in order to resolve the concern regarding the hard shift between first and second gears. The technician performed a fast adapt for the transmission and had it relearn the clutch packs.
13. On June 19, 2019, Hall's service technician felt the hard transmission shift from first to second gear, so he performed a transmission fast adapt and had the transmission relearn all of the clutch packs.
14. On August 10, 2019, Complainant mailed a letter to Respondent advising them of his dissatisfaction with the vehicle.
15. On August 14, 2019, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
16. On September 3, 2019, Respondent's field service engineer, David Piper, performed an inspection of the vehicle at Hall's location. The vehicle's mileage on this date was 13,966.
17. During the vehicle inspection described in Findings of Fact #16, Mr. Piper felt a harsh shift between first and second gear approximately 40% of the time and when using a light throttle nearly 90% of the time.
18. The vehicle's transmission is operating within Respondent's engineering parameters.
19. On September 16, 2019, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainant and Respondent, giving all parties not less than 10 days' notice of hearing and their rights under the applicable rules and statutes. The notice stated the time, place and nature of the hearing; the legal authority and jurisdiction under which the hearing was to be held; particular sections of the statutes and rules involved; and the matters asserted.
20. The hearing in this case originally convened on December 18, 2019, in Tyler, Texas before Hearings Examiner Edward Sandoval. Anthony Hicks, Complainant, appeared and represented himself at the hearing. Respondent was represented by Clifton Green, Business Resource Manager. David Piper, Field Service Engineer, also appeared and testified at the hearing for Respondent. The hearing was continued to allow the parties an attempt to settle the complaint without the need for hearing. The hearing reconvened on January 30, 2020, by telephone before Hearings Examiner Edward Sandoval, since the parties failed to reach a settlement. Anthony Hicks, Complainant, appeared and represented himself at the

hearing. Respondent was represented by Clifton Green, Business Resource Manager. David Piper, Field Service Engineer, also appeared and testified at the hearing for Respondent. The hearing record closed on January 30, 2020.

#### IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-2301.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. Complainant timely filed a complaint with the Department. Tex. Occ. Code § 2301.204; 43 Tex. Admin. Code § 215.202.
4. The parties received proper notice of the hearing. Tex. Gov't Code §§ 2001.051, 2001.052; 43 Tex. Admin. Code § 215.206(2).
5. Complainant bears the burden of proof in this matter.
6. Complainant failed to prove by a preponderance of the evidence that Respondent was unable to conform the vehicle to an express warranty by repairing or correcting a defect or condition that presents a serious safety hazard or substantially impairs the use or market value of the vehicle. Tex. Occ. Code § 2301.604.
7. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code §§ 2301.204, 2301.603.
8. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.

**ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainant's petition for replacement or repurchase relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is hereby **DISMISSED**.

**SIGNED March 31, 2020**



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**EDWARD SANDOVAL  
CHIEF HEARINGS EXAMINER  
OFFICE OF ADMINISTRATIVE HEARINGS  
TEXAS DEPARTMENT OF MOTOR VEHICLES**